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& *Power Co. v. Lowry*, 79 Miss. 431. And a railroad is liable for the damage resulting from its refusal, without valid excuse, to carry a passenger back, after wrongfully over-shooting his station. *Samuels v. Richmond & Danville R. Co.*, 35 S. C. 493; *Fordyce v. Dillingham*, 23 S. W. 550 (Tex.). The company's legal duty is undoubtedly to take up passengers at its regularly designated stops, and if it does not substantially comply with that duty, it seems that only important considerations of public convenience should excuse a refusal to bring the car back. Such considerations would obviously arise where cars run frequently through crowded streets, and going backward would materially add to danger of collisions.

CHAMPERTY AND MAINTENANCE — ATTORNEY PAID OUT OF FRUITS OF LITIGATION. — An attorney agreed to defend a pending suit in return for a portion of the property in litigation. *Held*, that the agreement is not illegal. *Van Gieson v. Magoon*, 20 Haw. 146. See NOTES, p. 228.

CONFLICT OF LAWS — PERSONAL JURISDICTION — AGREEMENT TO MORTGAGE FOREIGN LAND. — The defendant company agreed to purchase the plaintiff company's mortgage debenture bonds constituting a floating charge on property in Northern and Southern Rhodesia and in England. The plaintiff contracted to give the defendant an exclusive license, renewable every five years in perpetuity, to work the plaintiff's diamondiferous land. This agreement was made in London, where interest and principal were payable. Northern Rhodesia is under English, Southern Rhodesia under Roman-Dutch law. The bonds were issued and later paid, but were never registered, as required by the Rhodesian law. Subsequently the plaintiff brought this bill for a declaration upon the validity of the license agreement. *Held*, that the license clause is invalid. *British South Africa Co. v. De Beers Consolidated Mines Limited*, 103 L. T. Rep. 4 (Eng., Ct. App., July 5, 1910).

The English rule is that the validity of a contract is determined by the law the parties intend shall govern. *Hamlyn & Co. v. Talisker Distillery*, [1894] A. C. 202. But see 23 HARV. L. REV. 1-11, 79-103, 194-208, and 260-292. All courts, however, hold that the creation of interests in land is governed by the *lex situs*. *Kerr v. Moon*, 9 Wheat. (U. S.) 565. See 20 HARV. L. REV. 382. Hence it was contended in the principal case that so far as the contract related to land in Southern Rhodesia the Roman-Dutch law applied, and that under this law the agreement to lease, given to secure the bonds, would continue in force after the bonds were paid. But the court, relying upon earlier cases, considered that in its exercise of jurisdiction *in personam* it could enforce the equities of the English mortgage law. *Ex parte Pollard*, Mont. & C. 239; *Lord Cranston v. Johnston*, 3 Ves. Jr. 170. Under that law such a clog on the equity of redemption is not allowed. *Noakes & Co. v. Rice*, [1902] A. C. 24. The cases relied upon by the court would abundantly warrant the present decree in a case involving an actual interest in land in Southern Rhodesia. See *Ex parte Pollard*, *supra*, 251. But the same result would seem possible without their aid. Through lack of registration no interest or security in Rhodesian land was obtained. See 2 NATHAN, COMMON LAW OF SOUTH AFRICA, 924. Hence the *lex situs* does not enter and only English law, with reference to which the parties contracted, can apply.

CONFLICT OF LAWS — PERSONAL JURISDICTION — JURISDICTION TO ORDER PAYMENT OF ALIMONY. — Suit was brought for a divorce and alimony. The defendant appeared and answered. A divorce was granted, and by agreement of counsel the court decreed that such alimony should be paid as it should thereafter direct, upon the application of any of the parties in interest. The defendant left the jurisdiction, and the court, upon notice being served to the